



PARK YOUR PAWS 2020 CALENDAR

Terms & Conditions

1. General

1.1 This photography competition is conducted by Parkhound (ABN 96 602 017 210) and Madpaws (ABN 78 600 835 425) ("**the Promoters**").

1.2 Information on how to enter and on prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.

1.3 To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions Prevail.

1.4 All instructions relating to the competition on social media, parkhound.com.au and madpaws.com.au also form part of the Terms and Conditions.

1.5 The Promoters reserve the right to amend these Terms and Conditions. The Promoters may also cancel or suspend this competition if an event beyond the control of the Promoters impacts the administration, security, fairness, integrity or proper conduct of this competition.

2.6 Promoters Names and Addresses

Parkhound - 3/55 Pyrmont Bridge Rd, Pyrmont, NSW 2009

Madpaws - 3/55 Pyrmont Bridge Rd, Pyrmont, NSW 2009

Assistance Dogs Australia - PO BOX 233, Pyrmont, NSW 2009

2. Who Can Enter?

2.1 Park Your Paws is open to any persons residing within Australia.

2.2 Participants must be 18 years or older.

3. Cost of Entry

3.1 There is no cost to enter.

55 Pyrmont Bridge Road.
Pyrmont, NSW, Australia 2009
1300-55-63-55 • team@parkhound.com.au

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4. How to Participate

4.1 Submissions will open from 9am on November 12th, 2019 to 12pm November 29th, 2019. There will be no exceptions.

4.2 Participants can submit a photo of their dog in a garage, driveway or car space for the chance to be the face of a month in the Park Your Paws 2020 Calendar. Each entry must be an original photograph produced entirely by the entrant. It must not contain any trademarks or copyright material owned whole or in part by a third party or violate any persons' rights of privacy.

4.3 To submit your entry, post your picture on Instagram or Facebook using the hashtag **#parkyourpaws** and tag **@parkhound**, **@madpawsau** and **@assistance_dogs_australia**. Participants can apply for a certain month, or simply be in the running to be nominated for any month. Bonus points to those following **@parkhound**, **@assistance_dogs_australia** and **@madpawsau**. The more likes your post has (likes are still viewable to the public on desktop versions of Instagram and Facebook), the higher your chances of being featured.

4.4 All details provided by the entrant must be true and accurate. The image must not plagiarise the work of any other person.

4.5 The image must not contain any identifiable information of the entrant. Images submitted with watermarks or branding on them will not be considered as an entry.

4.6 You must not upload or send any content which might disturb or damage the Promoters' website or reputation. The image must not contain any material or content that is infringing, threatening, false, misleading, abusive, harassing, defamatory, vulgar, obscene, pornographic, or profane.

4.7 The image must not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability or otherwise violate any law of the Jurisdiction or any other state whose laws may apply to the entry.

4.8 Entries found to breach these Terms and Conditions will be considered invalid. Without limiting the generality of the foregoing, the Promoters reserve the right to take legal action against anyone found to have breached these terms. The Promoters reserve the right in its sole discretion to disqualify any individual who the Promoters have reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct aimed to jeopardise the fair and proper conduct of the promotion. The Promoters' legal rights to recover damages or other compensation are reserved.

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5.Criteria and Mechanism Used for Judging

5.1 Photos must be of dogs in a driveway, garage or parking space.

5.2 You can submit more than one entry, but you cannot submit the same entry on both Facebook and Instagram. Winners will be determined using "likes." Likes can be seen on desktop for both Instagram and Facebook. Likes accumulated off both platforms will not be combined. Participants will be judged on the platform that they post on first.

5.3 The Promoters' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No responsibility is accepted for late, lost or misdirected entries.

6.Winners

6.1 Winners will be announced on November 29th, 2019. Announcements will be published on Facebook and Instagram. Winners will be notified on the platform they submitted their photo to via direct messenger.

6.2 Prizes are not transferable or exchangeable and cannot be taken as cash. Prizes will be sent to the owner of the account, in which we will ask for the delivery address through direct message.

6.3 The Promoters, their associated agencies and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

6.4 Orders for calendars will close on the December 3rd, 2019. Winners will receive their calendars and small gift for your dog by December 23rd, 2019.

6.5 The winner's Instagram or Facebook account where the photo was submitted will be credited in the calendar.

7.Rights - Intention to Use Winners Publicly

7.1 When a post is submitted, this grants Parkhound, Assistance Dogs Australia and Madpaws the ability to use the photos free of any royalties, on their social media accounts and for any press releases relating to the promotion of the calendar and their organisations.

7.2 The Promoter will not be liable for any misuse of images.

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8.Liability and Governing Law

8.1 In respect to this competition, except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoter; or (d) any tax liability incurred by a winner or Entrant.

8.2 The Competition is governed by the laws of New South Wales, Australia. Each entrant irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with the Competition and, for the purposes, each entrant irrevocably submits to the exclusive and binding jurisdiction of the courts of New South Wales.

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